

THIS SUPPLEMENTAL AGREEMENT, dated as of January 15, 1975, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee under Louisville and Nashville Railroad Equipment Trust, Series 3, dated as of June 15, 1970, as supplemented, hereinafter called the "Trustee", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

~~RECORDED~~ 5750 <sup>D</sup> filed & recorded

WITNESSETH:

JAN 23 1975 -11 12 AM

INTERSTATE COMMERCE COMMISSION

WHEREAS, by an Agreement, dated as of June 15, 1970, by and between the Trustee and the Railroad Company, constituting the Louisville and Nashville Railroad Equipment Trust, Series 3, there was leased to the Railroad Company certain railroad equipment as more fully described in said Agreement, hereinafter called "Trust Equipment"; and

WHEREAS, said Agreement constituting said Trust was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act on

June 16, 1970, and assigned Recordation No. 5750;  
and

WHEREAS, Section 4.7 of the Agreement requires the Railroad Company at the close of each calendar year during the continuance of the lease to (1) deposit with the Trustee an amount in cash equal to the Fair Value of the Trust Equipment which shall be worn out, lost or destroyed or become suitable for use or no longer needed, or (2) with the prior consent of the Trustee, cause to be sold, assigned, transferred and set over unto the Trustee other equipment having a Fair Value equal to or in excess of the Fair Value of such Trust Equipment as of the date on which such Trust Equipment was so determined to have been worn out or the date on which it was lost or destroyed or the date on which it was determined to have become unsuitable for use or no longer needed; and

WHEREAS, the following units of Trust Equipment, among others, have become worn out, destroyed or unsuitable for use (hereinafter called the "worn out units of equipment"):

One 100-ton covered hopper car bearing the Railroad Company's road number 200628.

WHEREAS, the Railroad proposes, and the Trustee is willing to consent thereto, to sell, assign, transfer and set over unto the Trustee, pursuant to Section 4.7 of the Agreement, other equipment having a Fair Value equal to or in excess of the Fair Value of the units of Trust Equipment which have become worn out, destroyed or unsuitable for use for which settlement has not heretofore been made; and

WHEREAS, the Trustee is willing to release said worn out units of equipment for which the Railroad Company is to make substitution;

NOW, THEREFORE, the Trustee hereby agrees to release said worn out units of equipment, and the Railroad Company agrees to set over to the Trustee other equipment in substitution for such worn out units of equipment.

The Railroad Company agrees to fully indemnify the Trustee against any liability arising from the release of said worn out units of equipment.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Trust Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Trustee

By

  
ASSISTANT VICE PRESIDENT

ATTEST:

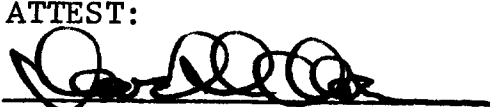
  
CORPORATE TRUST OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

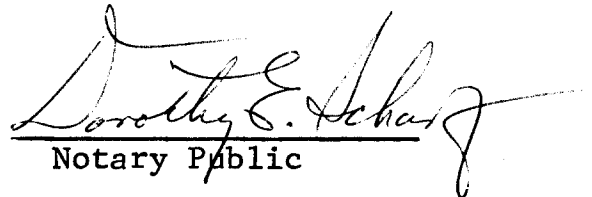
  
Assistant Vice President

ATTEST:

  
Attesting Officer

STATE OF MARYLAND     )  
                              ) SS:  
CITY OF BALTIMORE     )

On this 22 day of January, 1975, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

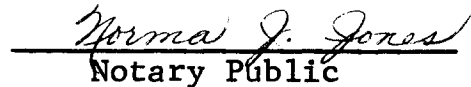
  
Notary Public

My Commission expires 2-1-78 NOTARY PUBLIC

NOTARIAL SEAL

COMMONWEALTH OF KENTUCKY     )  
                              ) SS:  
COUNTY OF JEFFERSON     )

On this 17th day of January, 1975, before me personally appeared N. H. Stier, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires March 4, 1977.

NOTARIAL SEAL